

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

NFS LEASING, INC.,)	
)	
Plaintiff,)	
)	Case No.
v.)	
)	
SA HOSPITAL ACQUISITION GROUP, LLC,)	
AMERICAN HEALTHCARE SYSTEMS, LLC,)	
and AMERICAN HEALTHCARE SYSTEMS)	
MISSOURI, LLC,)	
)	
)	
Defendants.)	
)	

**PLAINTIFF’S MOTION FOR PREJUDGMENT WRIT OF ATTACHMENT
AS AGAINST DEFENDANT SA HOSPITAL ACQUISITION GROUP, LLC**

COMES NOW Plaintiff, NFS Leasing, Inc. (“NFS”), by and through its undersigned counsel, and pursuant to Federal Rule of Civil Procedure 64, Missouri Rule of Civil Procedure 85 and Missouri Revised Statute § 521.010 *et seq.*, submits its Motion for Prejudgment Writ of Attachment against Defendant SA Hospital Acquisition Group, LLC (“SA Hospital”).

1. This case involves SA Hospital’s default under its Master Equipment Lease No. 2021-0233 with NFS (together with Schedule 1 and all amendments and modifications thereto, the “Lease Agreement”) and attendant failures (i) to pay at least \$1,673,891.88 owed under the Lease Agreement and (ii) to return, for six months and counting, the leased equipment owned by NFS, which has a current fair market value of \$2,113,599 (the “Leased Equipment”). *See Exhibit 1* to Plaintiff’s Affidavit in Support of this Motion.¹ NFS has asserted a claim for Replevin of the Leased Equipment pursuant to the Lease Agreement against SA Hospital. NFS hereby incorporates its Complaint and all exhibits filed in this action.

¹ All exhibit cites are to the numbered Exhibits submitted in support of the Affidavit.

2. NFS seeks prejudgment attachment of the Leased Equipment it owns and all non-leased equipment of SA Hospital that it granted to NFS as collateral, in the amount of \$2,113,599 (the fair market value of the Leased Equipment). NFS seeks attachment of SA Hospital's equipment, including at SA Hospital's location, 3933 S Broadway, St. Louis, MO 63118, because SA Hospital has breached each of the Lease Agreement, the Security Agreement, and the Tri-Party Landlord Agreement entered into with the NFS and because:

- a. SA Hospital has or is in the process of selling all of its assets, including the Collateral, and purporting to sell the Leased Equipment to the American Healthcare Systems, LLC and/or American Healthcare Systems Missouri LLC (the "AHS Parties"), which it cannot do because NFS owns the Leased Equipment;
- b. SA Hospital permitted the AHS Parties to record a lien on the Collateral in breach of the Security Agreement and purported to grant a lien on the Leased Equipment, which it cannot do because NFS owns the Leased Equipment; and
- c. SA Hospital's refusal to return the Leased Equipment to NFS in conjunction with its asset sale and relinquishment of control over SA Hospital's operations to the AHS Parties creates a serious risk of damage, loss, and removal of the NFS Collateral and Leased Equipment.

3. Despite NFS's good faith efforts to work with SA Hospital and the AHS Parties following the September 2022 default, both entities have either ignored NFS's demands for payment or promised to make payment and then refused. Further, SA Hospital and the AHS Parties have, for six months, exercised absolute control over and acted against NFS's property and contractual rights, effectively claiming and using the Leased Equipment as their own property. Accordingly, while SA Hospital and the AHS Parties continue to profit from its use, NFS's Leased

Equipment and Collateral continue to diminish in value and are in danger of being fraudulently moved or sold.

4. NFS files contemporaneously herewith its Memorandum in Support of its Prejudgment Motion for Writ of Attachment attached and incorporated as **Exhibit A**.

5. NFS also files its Rule 85.03 Affidavit in Support of this Motion attached and incorporated as **Exhibit B**.

6. A proposed Order is attached to this Motion as **Exhibit C**.

WHEREFORE, Plaintiff NFS Leasing, Inc. requests that this Court:

- A. Issue a Writ of Attachment for the seizure, possession, delivery, and removal of any and all equipment located at 3933 S Broadway, St. Louis, MO 63118, sufficient to satisfy the sum of Two Million One Hundred Thirteen Thousand Five Hundred Ninety-Nine dollars and Zero cents (\$2,113,599.00), including attaching:
 - a. The Leased Equipment of NFS (as identified in **Exhibit A** to the proposed Writ of Attachment); and
 - b. All other equipment and goods (as the terms “equipment” and “goods” are defined in M.G.L. c. 106, § 9-102, a copy of which is attached to the proposed Writ of Attachment as **Exhibit B**); and
- B. Enter an Order that NFS or its authorized agent may enter the property at 3933 S Broadway, St. Louis, Missouri 63118, and for the Marshal or other authorized representative to use lawful force as necessary to remove all of the above-referenced Leased Equipment, equipment, and goods, and store it at a facility chosen by NFS Leasing, Inc.; and
- C. Grant such other relief as this Court deems just and proper.

Dated: February 20, 2023

Respectfully submitted,

GREENSFELDER, HEMKER & GALE, P.C.

By: /s/ Randall F. Scherck

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